

July 7, 2022

Jefferson Parish Purchasing Department  
Attn: Mark Buttery  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053

RE: Bid #50-00138977 Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

Dear Mark Buttery and Jefferson Parish Staff,

Thank you for providing Lakeshore Learning Materials the opportunity to respond to Bid #50-00138977 Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap. Lakeshore is dedicated to creating innovative educational materials and furniture that spark young imaginations, instill a sense of wonder and foster a lifelong love of learning. With materials, furniture and environments for infants, toddlers and students through the 8th grade, we help children reach developmental milestones and achieve education goals—while still having fun!

## OFFER

Lakeshore is pleased to present the following offer to Jefferson Parish:

- 7% discount on all non-sale items from Lakeshore's catalogs, and website ([www.LakeshoreLearning.com](http://www.LakeshoreLearning.com))
- FREE shipping on all orders in the contiguous United States.

**Complimentary White-Glove Delivery and Installation service on orders of \$20,000 or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations. This service includes:**

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready-to-move-in condition

Please reference "Per #50-00138977" on all purchase orders to receive these terms.

Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. Catalogs and prices are subject to change during the calendar year, and in the event of significant factors outside our control, such as government-imposed tariffs or global pandemic; for current prices please visit [www.LakeshoreLearning.com](http://www.LakeshoreLearning.com).



## DELIVERY OF GOODS

Lakeshore ships millions of boxes each year, with numerous semi-truckloads leaving our warehouses every day. We contract with leading trucking companies that deliver thousands of truckloads of materials each year to different regions across the country, and that number is growing.

Lakeshore is flexible and can alter delivery and installation schedules if Jefferson Parish's schedule changes.

## PRODUCT AVAILABILITY AND DELIVERY CAPABILITY

**From order to delivery, expect the best service in the industry!**

- More than 1.9 million square feet of warehouse space in Carson, California, and Midway, Kentucky
- Simple and hassle-free order tracking
- Custom labeling—so every item is delivered to the right classroom, library, media center or other learning space
- Personalized service from order to delivery



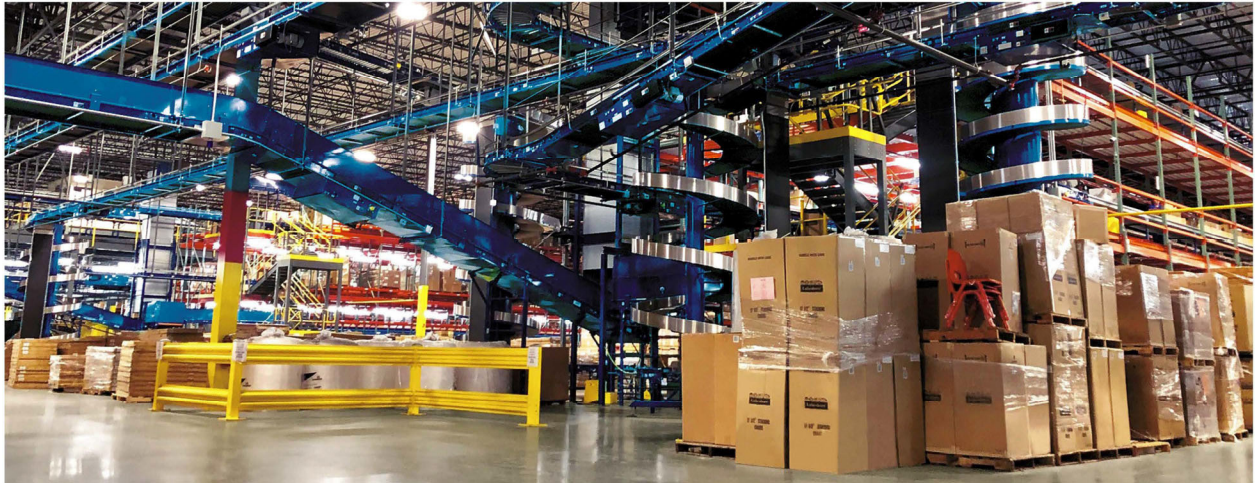
## INSTALLATION PROCEDURE

On delivery day, we take care of everything—with White-Glove Delivery and Installation service\*! This service includes:

- Unpacking and assembly
- Supervised setup in a classroom, a library, a media center or other learning space
- Custom labeling and boxing of orders by designated information, such as by classroom or teacher
- Supervised verification that all rooms are in ready-to-move-in condition

\*Provided for orders of \$20,000 or more that ship to a single location in the contiguous United States. Additional charges may apply for remote locations.





## DIRECT MANUFACTURER

With Lakeshore, you will be working with a single point of contact from start to finish. As the direct manufacturer of Lakeshore products, we develop and make the vast majority of the items featured in our catalogs, retail stores and website. We are not restricted from sales, territories or dealer authorizations. In addition, our products are backed by our ironclad guarantee: If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



## CLASSROOM & SCHOOL DESIGN PLANNING

We have extensive experience partnering with site and design advisory teams on large projects. Upon award, our team can meet with advisory boards to visit classrooms, libraries, media centers or other sites to measure, develop and deliver complimentary 3-D classroom layouts. These “scaled” 3-D renderings are available at no additional cost—and feature all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality in each environment.



## PROFESSIONAL DEVELOPMENT

Lakeshore Professional Services Group (PSG) is proud to offer personalized, hands-on learning services designed to support the unique and growing needs of teachers and educators. As former educators, our PSG specialists will partner with you to customize the perfect mix of content and training to support your professional development needs. In addition, our team will assist you with every step of the process:



**Below are just a few of our wide range of standing topics:**

- Determine your learning goals
- Assist with your organization's decision-making process
- Create a custom solution specific to your content/training needs
- Plan and lead implementation
- Social-Emotional Development
- Flexible Seating for 21st-Century Classrooms
- Developmentally Appropriate Activities
- Language and Literacy
- Cognitive Development
- STEM/STEAM
- Standards for Mathematical Practice
- Environments
- Instructional Support
- Intervention

Professional Development can be tailored for a variety of audiences, including teachers, administrators and parents. Choose from in-person events, live or recorded virtual sessions, or a combination of both.

## ORDER PROCEDURE

When Lakeshore receives a purchase order from Jefferson Parish, your dedicated Lakeshore Sales Support Specialist, Lucia Georgescu, will contact Jefferson Parish to coordinate the logistics of the delivery, such as:

- Delivery dates and locations
- Unloading restrictions
- Stairs/elevator restrictions
- Setup requirements

For any delays in the project schedule, Lakeshore will coordinate to hold orders from shipping at one of our storage facilities (located in Midway, Kentucky, and Carson, California) until Jefferson Parish provides confirmation to release orders and schedule deliveries.

## PRODUCT WARRANTY

We unconditionally guarantee every item. We stake our reputation on the quality of our products. If you are unhappy with any item for any reason, return it to us for a full refund or exchange.



- **Lifetime warranty** on premium-quality classroom furniture, tables and desks, chairs, and cots
- **10-year warranty** on Classroom Carpets
- **5-year warranty** on Write & Wipe Mobile Tables & Desks, Outdoor Furniture, trikes, and cribs
- All other items receive a full-year warranty (unless otherwise noted)

## CUSTOMER SERVICE

We can't say it enough: Customer satisfaction is our number-one priority. As such, our multifaceted Customer Service representatives go out of their way to provide a peak experience for every customer.

### Customer Service Center:

Address: Lakeshore Learning Materials - Customer Service Department  
2695 E. Dominguez St., Carson, CA 90895  
Phone: (800) 428-4414  
Fax: (310) 537-4261  
E-Mail: [lakeshore@lakeshorelearning.com](mailto:lakeshore@lakeshorelearning.com)  
Hours of Operation: Monday–Friday, 6:00 a.m.–6:00 p.m., PST

## RETURNS OR EXCHANGES

Not only are our products distinguished by their quality, educational merit and safety—they're also backed by our ironclad guarantee. If you are unhappy with any item for any reason, you may return it for a full refund or exchange...no questions asked! If you need assistance with an order, simply contact our Customer Service Department at (800) 428-4414.

## EXCLUSIVE ITEMS

Among the wide range of educational products offered by Lakeshore, there are over a thousand outstanding and innovative items for which we are the sole-source vendor. These exclusive materials are easily identified by the prefix in their item number. Any items you see with the following prefixes are sole-source items that you simply won't find anywhere other than Lakeshore:

AA AB AX AZ DD DG EE FF GG HH JC JJ KC KT  
LA LC LCW LDA LK LL LM PP PX RA RE RJ RR  
RS TT VX WF YB



## QUALITY & SAFETY

At Lakeshore, children's safety is our highest priority—and we know it's the top concern of our customers, too. That's why we want to provide you with detailed information about Lakeshore's testing and certification process, including the rigorous steps we take to ensure our products are safe.

In the more than 68 years that we've been in business, Lakeshore has always been a huge step ahead when it comes to safety. Not only are we in full compliance with all the current U.S. safety regulations, but we also have our own in-house Quality Assurance Team that tests and inspects every item we carry with even more rigorous standards than those required by law. Every item we sell must meet or exceed all the government safety requirements, or we don't carry it—period.



For us, safety begins at the moment a product idea is conceived and put into development. First, we ensure that all the materials that go into each new product are safe. For example, materials in all children's products must be phthalate compliant (phthalates are sometimes found in PVC and other plastics) and must also meet strict standards for lead content.

Once we confirm that the materials we're using are safe, we conduct exhaustive "use and abuse" testing to make sure each product will remain safe through years of everyday use. And after a product passes our rigorous testing, it is then tested and certified by a third-party testing laboratory. Finally, we continue to monitor the safety of our products through periodic testing, both internally and by third-party labs, to ensure that our suppliers maintain the high level of integrity we demand of our materials.

For Lakeshore, children's safety always comes first. You can rest assured that the products we sell are safe and that we are doing everything we can to provide our customers with superior-quality products that they can trust with their children.





## GREENGUARD® CERTIFICATION

Lakeshore offers a variety of classroom furniture pieces that have earned GREENGUARD Certification. Many of our furniture lines (Classic Birch, Flex-Space, First Steps® and Heavy-Duty) are certified by the GREENGUARD Environmental Institute to support low emissions standards—reducing chemical pollutants and helping to improve indoor air quality.



GREENGUARD Certification is recognized by numerous sustainable building programs, including the LEED® Building Rating System. Purchasing products that are GREENGUARD Certified helps you earn points toward LEED certification. Products on our website that feature the GREENGUARD logo are certified by the GREENGUARD Environmental Institute to comply with low emissions standards—reducing chemical pollutants and helping improve the quality of indoor air.

For a complete listing of Lakeshore's GREENGUARD Certified products, just search the keyword "GREENGUARD" on our website. You may also request more information from Lakeshore's Customer Service Department by calling (800) 421-5354.

## BRIEF HISTORY

Like many great enterprises, Lakeshore started with one person taking a chance. In 1954, an Omaha homemaker named Ethelyn decided to pack up her family and move to California to open a toy store. The move was a bit unconventional for a woman in 1950s America—but entrepreneurs don't typically follow the status quo. Initially, Ethelyn focused on selling toys to parents, but before long, local schools started calling her for art materials and other classroom supplies. Ethelyn listened to her customers. Sensing an untapped market, she sold the store and started Lakeshore Learning Materials.



Eventually, Ethelyn's sons, Charles and Michael, joined the business—expanding operations and turning Lakeshore into a million-dollar company within just a few years. When Ethelyn retired in 1971, Michael assumed the duties of CEO, while Charles became the Vice President in charge of merchandise and buying. Today, Michael's sons, Bo and Josh, are an integral part of the business as well—having worked their way up from summer jobs in the warehouse to President/CEO and Chief Product Officer, respectively.

Two generations later, Lakeshore continues to offer the best products and service around—and we're still expanding! In addition to our growing network of over 60 retail stores, we offer multiple mail-order catalogs to meet the needs of parents, teachers and children worldwide. Plus, our full-service website offers instantaneous access to our catalogs as well as free activity ideas, classroom designs for infants through 8th grade and much more.



**Distribution Center 2: Kentucky**

## EXPERIENCE

Lakeshore has extensive experience working with school districts, early childhood programs (both public and private) and government agencies. Below are a few examples of the types of large orders that we skillfully and conscientiously handle on a regular basis.



**Killeen Independent School District** - based in Killeen, Texas, the district tasked Lakeshore with designing and furnishing 60 elementary classrooms and 10 specialty rooms—including breakout spaces, a music center, a library and a special education resource area. In addition to supplying the furniture and materials, Lakeshore also provided full installation services and debris removal for all 70 learning spaces. Killeen ISD is now equipped with flexible, multipurpose spaces to support teachers, students and overall classroom management.

**San Diego City Schools** - based in San Diego, California, this sprawling district partnered with Lakeshore to modernize 151 elementary classrooms at 32 different sites. The goal was to provide teachers and students with environments that reflect best practices for 21st-century learning—while also encouraging engagement, exploration and collaboration across multiple learning domains. Lakeshore fulfilled every order and provided comprehensive setup for each location, including installation and debris removal. All 151 classrooms were completed ahead of schedule and in less than four weeks.

**Los Angeles Unified School District** - based in Los Angeles, California, the district's Early Childhood and Special Education Department partnered with Lakeshore's Custom Learning Solutions division to develop and deliver more than 24,000 custom backpack kits to support its distance learning goals. Lakeshore also offered customized Professional Development for the dozens of curriculum coaches and teachers involved in the project to ensure each educational professional was comfortable using the resources with fidelity.

**Governor's Office of Early Childhood/Kentucky Department of Education** - based in Frankfort, Kentucky, the governor's office reached out to Lakeshore to provide area-specific custom classroom solutions for the entire state. Lakeshore delivered and installed 2,200 programs statewide—all on schedule, and with a total value of more than \$10 million. Each custom classroom solution was designed to meet the specific needs of its intended program and contained a combination of furniture, carpets, and manipulatives. All 2,200 programs were delivered successfully and on time, with no drop shipments.

## FURNITURE FOR THE 21ST-CENTURY SCHOOL



### Design & Development

- Lakeshore's Flex-Space Furniture is designed to support the development of key skills needed for the 21st century—communication, collaboration, critical thinking and creativity.
- Flex-Space Furniture gives teachers the ability to create flexible spaces, allowing educators to quickly and easily reconfigure classrooms, libraries, media centers and nontraditional spaces for various projects and group sizes!
- Flex-Space Furniture is managed by Lakeshore's product developers—who are all former teachers! Their decades of combined classroom experience ensure that Flex-Space Furniture is designed with the teacher in mind and supports best teaching practices.
- Lakeshore product developers' long experience designing manipulatives and supplemental curricula assures that Flex-Space Furniture will transform all learning spaces into student-centered environments that support project-based learning.
- The Flex-Space Furniture line includes various flexible seating options, providing student choice to support individual learning styles.
- All furniture pieces are designed to seamlessly integrate the storage and use of student materials, tools and manipulatives.
- In-house design engineers ensure that all furniture is manufactured for ultimate strength and longevity.
- In-house mechanical/process engineers assist with the selection of raw materials, ensuring the highest quality and appropriateness for all furniture.
- Lakeshore offers Professional Development services, including sessions targeted to support the implementation of an effective 21st-century classroom.

### Manufacturing Standards

- Strict control of manufacturing specifications and processes. Fully staffed office near factories ensures top-quality, virgin raw materials are used.
- In-house mechanical/process engineers regularly inspect and consult with factories, ensuring manufacturing processes operate effectively, producing consistent, high-quality furniture pieces.
- In-house inspectors conduct strict and thorough factory inspections on all orders following manufacturing—before furniture units are shipped and stocked at Lakeshore distribution centers.
- Metal-to-metal construction for ultimate durability, along with fully captured back panels and durable, protective edgebands to prevent moisture and warping.

### Testing & Quality Assurance

- In-house use-and-abuse testing is conducted on all designs throughout the development process to guarantee that furniture meets strict standards. Designs are revised and improved after each test prior to manufacturing until all standards are met.
- Outside lab testing and certifications conducted to meet strict safety and flammability standards. Certification and testing documents available upon request.
- In-house use-and-abuse testing conducted on orders after arrival at Lakeshore distribution centers to ensure consistent quality over time.
- Every order is inspected to ensure 100% customer satisfaction.
- Lifetime warranty on all tables, stacking chairs, storage units and shelves.



## DEDICATED STAFF

### **Darryl Thomas, Regional Manager**

Darryl has been with Lakeshore for 22 years and is based in Slidell, Louisiana. Darryl's responsibilities include personally servicing customers in his/ respective areas of Louisiana to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Darryl by phone at (504) 250-8042, by fax at (310) 537-7990 or by e-mail at [dthomas@lakeshorelearning.com](mailto:dthomas@lakeshorelearning.com).

### **Jonathan Dills, Regional Vice President - Southeast**

Jonathan has # years of experience at Lakeshore. He is responsible for managing 13 Regional Managers in the Southeast region of the United States. He ensures that all customers in his area are receiving the best possible service. He also has a direct role in servicing the top clients in the area. You can reach Jonathan by phone at (205) 908-3782, by fax at (310) 537-7990 or by e-mail at [jdills@lakeshorelearning.com](mailto:jdills@lakeshorelearning.com).

### **Lucia Georgescu, Sales Support Specialist**

Lucia acts as a liaison between Lakeshore and the customer to ensure open lines of communication so the customer's expectations are met and exceeded. Her responsibilities include personal account service, management of large deliveries and orders that require special handling, general sales support and special events. You can reach Lucia by phone at (800) 421-5354, ext. 2390, by fax at (310) 537-7990 or by e-mail at [lgeorgescu@lakeshorelearning.com](mailto:lgeorgescu@lakeshorelearning.com).

### **Brett Beckett, Director of Elementary - East US**

Brett has been with Lakeshore for 5 years. Brett's responsibilities include personally servicing customers in their respective areas of the Eastern region of the United States to ensure that each customer's needs are met and that they receive superior service and quality educational materials. You can reach Brett by phone at (904) 570-8980, by fax at (310) 537-7990 or by e-mail at [bbeckett@lakeshorelearning.com](mailto:bbeckett@lakeshorelearning.com).

### **Todd Hays, Vice President of Business Development & Elementary**

Todd has 14 years of experience at Lakeshore. He is responsible for managing Lakeshore's elementary business development efforts throughout the United States. He has a direct role in servicing Lakeshore's top customer accounts and ensures that they receive the best possible services. You can reach Todd by phone at (720) 985-9457, by fax at (310) 537-7990 or by email at [thays@lakeshorelearning.com](mailto:thays@lakeshorelearning.com).

In addition, Lakeshore's Bid Department is also available to ensure the completion of this project. Director of Bid & Contracts Michael Loke, Bid Supervisor Rafael Muro and Bid Analyst Sung Kim will ensure that Lakeshore adheres to all contractual agreements and commitments, assist with renewals, and answer any questions regarding the contract. Our Bid Team is available via e-mail at [biddept@lakeshorelearning.com](mailto:biddept@lakeshorelearning.com) or by phone at (800) 421-5354.



Should you have any questions, please feel free to contact Darryl Thomas at (504) 250-8042 or [dthomas@lakeshorelearning.com](mailto:dthomas@lakeshorelearning.com).

Thank you in advance for giving Lakeshore Learning Materials the opportunity to serve you. We look forward to doing business with you!

Sincerely,

A handwritten signature in blue ink, appearing to be "SK" or "Sung Kim", is positioned above the printed name.

Sung Kim  
Bid Analyst  
Lakeshore Learning Materials



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000138977 Labor, Materials and Equipment Necessary to Provide,  
Deliver and Setup Equipment and Furniture for JeffCap**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
29-Jun-2022 04:07:29 PM





**Bid Number 50-00138977**

**Labor, Materials and Equipment Necessary to Provide, Deliver and  
Setup Equipment and Furniture for JeffCap**

**BID DUE: July 12, 2022 AT 11:00 AM**

**ATTENTION VENDORS!!!**

**Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, [www.jeffparishbids.net](http://www.jeffparishbids.net), by the bid due date and time. Late bids will not be accepted.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053  
Buyer Name: Mark Buttery  
Buyer Email: [MButtery@jeffparish.net](mailto:MButtery@jeffparish.net)  
Buyer Phone: 504-364-2810**

DATE: 6/29/2022

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00138977

**JEFFERSON PARISH**  
PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR:

BUYER: MBUTTERY@jeffparish.net

**Bids will be received until 11:00 AM, 7/12/2022 via online at [www.jeffparishbids.net](http://www.jeffparishbids.net).**

**LATE BIDS WILL NOT BE ACCEPTED**

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at [purchasing.jeffparish.net](http://purchasing.jeffparish.net) and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

**IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS**

**This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.**

**This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.**

**Please visit our E-Procurement Page at [www.jeffparishbids.net](http://www.jeffparishbids.net) to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.**

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

**5,6,10,13,16**

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.



## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

**It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.**

DATE: 6/29/2022

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00138977

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

VENDOR: Lakeshore Learning Materials, LLC

BUYER: MBUTTERY

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

7-21 Business  
Days ARO

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: N/A

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) N/A

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME:

Lakeshore Learning Materials, LLC

SIGNATURE:

(Must be signed here)



TITLE:

Bid Analyst

PRINT OR TYPE NAME:

Sung Kim

ADDRESS:

2695 E Dominguez Street

CITY, STATE:

Carson, CA

ZIP:

90895

TELEPHONE:

(800) 421-5354

FAX:

(310) 537-7990

EMAIL ADDRESS:

biddept@lakeshorelearning.com

TOTAL PRICE OF ALL BID ITEMS: \$ 2,448.99

**BID SPECS FOR CLASSROOM FURNITURE TO BE DELIVERED TO CREATIVE KIDZ**

**Section 1.0 –Site Visits:**

To schedule a site visit contact:

Genika Green-Jupiter  
GGreen-Jupiter@jeffparish.net  
(504) 736-6900 or (504) 736-6850

Bidders must inspect the sites and perform their own measurements and surveys in order to determine the proper quantity labor hours, materials, supplies, equipment, etc. required for this contract. Jefferson Parish does not allow for extra funding for vendor cost.

**Section 2.0 – Scope of Work:**

Labor, material, and equipment necessary to deliver to the following Head Start Location:

- Creative Kidz  
2141 Baratara Blvd.  
Marrero, La. 70072

**Section 3.0 – Bid Specifications:**

1. Bidders shall provide all items. Split bids/orders by vendors will not be accepted.
2. All items must be phthalate-compliant (phthalates are sometimes found in PVC and other plastics), and BPA-compliant (BPA, or bisphenol A, is sometimes found in clear, hard plastics). Upon request bidder must provide up-to-date "testing" documentation showing that items meet current ASTM (American Society for Testing and Materials) requirements.
3. All classroom furniture and equipment must meet the Consumer Product Safety Commission (CPSC) federal regulations. Must provide a company letter head letter verifying proof of such.
4. Classroom furniture and equipment must be GREENGUARD Certified to support low emissions standards-reducing chemical pollutants, improving indoor air quality, and helping schools earn LEED® points.

5. Bidder must provide unconditional lifetime warranty on premium-quality classroom furniture, plus classroom tables, chairs, and cots; 10-year warranty on all classroom carpets; 5-year warranty on outdoor furniture and all trikes and vehicles; unconditional satisfaction guarantees on all purchases. Must provide proof of warranties to include but not limited to any structural defects that are found under normal, everyday use.
6. Products should be classroom tested/designed specifically to meet the needs of the teachers and children.
- 8 The Bidder shall provide white glove delivery and Installation service on all products to include:
  - a. Onsite Unpacking and assembly
  - b. Onsite supervised set up in classroom, a library, a media center or other learning spaces
  - c. 3-D classroom layout for Complete Classroom orders; includes "scaled" renderings depicting all furniture, carpet, doors, windows, etc., to ensure appropriate sizing and functionality and placement in each classroom.

(Bidders must include in their bid submission the cost of delivery and installation services on Complete Classroom orders which includes working with on-site personnel to schedule the delivery, meet the truck upon arrival, coordinate with site contacts, assemble all furniture, place materials, and organize rooms to specification, as well as remove all debris associated with the project.)
9. All orders arrive 100% complete in one delivery.
10. Bidders shall offer full hassle-free refunds or exchanges on any and all items.
11. Bidders shall offer customized professional development training for Complete Classroom projects and other orders.

#### Section 4.0 - Hours of Work:

Work shall be performed during normal working hours. The successful bidder shall work normal building working hours Monday – Friday (8:30am – 3:00pm) to provide a safe work environment at no extra charge to Jefferson Parish.



#### Section 5.0 – Cleaning Area and Safety:

Job site must be clean and free of all litter and debris daily and upon completion shipment and set up. Passageways must be kept clean and free of material, equipment, and debris at all times. Hazardous material which poses a danger to children must be removed from the job site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the JeffCAP Head Start B-5 children, employees of Jefferson Parish, Parents, Visitors, and other Parish officials.

#### Section 6.0 – Existing Structure

Should any cutting, patching, alteration, addition, or repairs to existing structure, the successful bidder shall restore the alteration to its original condition, with the same type materials, finish, and workmanship.

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00138977

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap  0001-CK- ALL PURP PAINTBRUSH ASST 30EA BA918	\$20.45	\$20.45
				\$18.59	\$37.18
2	2.00	EA	0002-SEE INSIDE SORTING BUCKET BC553	\$46.49	\$46.49
3	1.00	EA	0003-SEE INSIDE ACTIVITY BALLS FF993	\$74.39	\$148.78
4	2.00	EA	0004-LAKESHORE MAGNIFIER CENTER TT549	\$259.47	\$518.94
5	2.00	EA	0005-INDOOR OUTDOOR 3 STATION EASEL GG824	\$37.67	\$37.67
6	1.00	EA	0006-ME-MY FAMILY BOARD BK LIBRARY RE481	\$65.09	\$65.09
7	1.00	EA	0007-LEX SPACE COMFY FLR SEAT-BU LC405BU	\$65.09	\$65.09
8	1.00	EA	0008-FLEX SPACE COMFY FLR SEAT GR LC405GR	\$65.09	\$65.09
9	1.00	EA	0009-FLEX SPACE COMFY FLR SEAT RG LC405RG	\$30.23	\$30.23
10	1.00	EA	0010-COLORS AND SHAPES BRD BK LIB RE484	\$66.50	\$66.50
11	1.00	EA	0011-SOCIAL EMOTIONAL BB COLLECTION RA273	\$38.60	\$77.20
12	2.00	EA	0012-TOUCH-FEEL DISCOVERY BOOKS TS429		

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00138977

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	2.00	EA	0013-TODDLER MANIPULATIVE LIB 2 LA745X  WHICH CONSIST OF: AA478, LA751, LA752 LA766	\$212.97	\$425.94
				\$30.68	\$122.72
14	4.00	EA	0014-RAINBOW LIQUID SNSRY VIEWERS SE581	\$110.67	\$442.68
15	4.00	EA	0015-TDLR SAFE SENSRY MATERIALS SET AA540X  WHICH CONSISTS OF: AA537, AA538, AA539	\$65.09	\$130.18
				\$37.19	\$148.76
16	2.00	EA	0016-SHAPES DISCOVERY BOXES GG487		
17	4.00	EA	0017-SUPER SAFE SPECIMEN VIEWERS DD614		

**QUOTE 80518**

Lakeshore Learning Materials  
2695 E. Dominguez St Carson, CA 90895  
(310)537-8600 (800)421-5354  
www.lakeshorelearning.com

To contact your local representative,  
**Darryl Thomas**, please call (800) 421-5354

**Bill to:**

142577  
JEFFERSON PARISH-JEFFCAP  
1221 ELMWOOD PARK BLVD  
STE 402  
JEFFERSON LA 70123  
(504) 367-7348

**Ship to:**

CREATIVE KIDZ  
2141 BARATARIA BLVD  
MARRERO LA 70072

**Comments:**

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.






PRICES GOOD FOR 90 DAYS. ITEM AVAILABILITY SUBJECT TO CHANGE










**FOB DESTINATION:FREE SHIPPING DISCOUNT REFLECTED IN PRICES.**

PLEASE REFERENCE "PER BID #50-00138977" ON YOUR PURCHASE ORDER

PLEASE VERIFY SHIPPING ADDRESS WHEN PLACING YOUR ORDER.

Entry date: 06/30/2022 Sls: 39 **Your reference number: 50-00138977**

Line	Item	Qty	Description	List	Price	Extended	Image
1	BA918	1	<b><u>All-Purpose Paintbrush Assortment - Set of 30</u></b>	\$21.99	\$20.45	\$20.45	
This huge set comes with enough brushes for the whole class to paint at once...and create any kind of artwork imaginable! The set includes 30 brushes in 3 different sizes—so kids can paint fine lines or big, bold strokes. Brushes feature natural bristles and no-rust plastic handles; longest brushes measure 7 1/2".							
2	BC553	2	<b><u>See-Inside Sorting Bucket</u></b>	\$19.99	\$18.59	\$37.18	
Tots slide 12 shapes into the holes on our clear-view bucket...and watch them fall to the bottom! As little ones play, they explore spatial relationships and build dexterity. Plastic bucket measures 7 1/4" tall.							
3	FF993	1	<b><u>See-Inside Activity Balls</u></b>	\$49.99	\$46.49	\$46.49	
Children get a variety of sensory experiences as they roll, toss and bounce our see-through activity balls! All 4 balls are filled with objects of different colors, weights, shapes and sizes—from fun floating feathers to bouncing beads. Plus, each ball is made of flexible plastic that's easy to grab—even for little hands! Balls inflate to up to 8" in diameter and are easy to inflate and deflate with our Automatic Ball Inflator (sold separately below).							
4	TT549	2	<b><u>Lakeshore Magnifier Center</u></b>	\$79.99	\$74.39	\$148.78	
Our heavy-duty magnifiers are designed just for children! They feature thick, quality lenses that magnify without distorting...and sturdy plastic frames with chunky handles that students can really get a grip on. Plus, the 6 magnifiers come in a hardwood center, so they are always within reach. Each magnifier measures 8".							
5	GG824	2	<b><u>Indoor/Outdoor 3-Station Easel</u></b>	\$279.00	\$259.47	\$518.94	
Maximize space indoors or out—with a heavy-duty easel that lets up to 3 children paint at once! The 3-sided easel features a sturdy aluminum frame and stainless steel hardware. Just attach our Newsprint Easel Paper—or any paper—with the 6 handy easel clips we've included...or let children paint right on the clear acrylic surfaces, then wipe them clean! Easel comes with no-slip leg tips and 3 plastic trays to keep supplies in reach. Easy assembly. Accessories sold separately below. Easel measures 24 1/2" x 49". Panels adjust from 35" to 44" high. Painting surfaces measure 24" x 24".							

Line	Item	Qty	Description	List	Price	Extended	Image
6	RE481	1	<b><u>Me &amp; My Family Board Book Library</u></b>	<b>\$40.50</b>	<b>\$37.67</b>	<b>\$37.67</b>	
Our inviting board books introduce toddlers to family relationships! The 5 sturdy board books have been specially selected for their simple text, playful verses, and eye-catching illustrations and images that are sure to make them instant favorites with little ones!							
7	LC405BU	1	<b><u>Flex-Space Comfy Floor Seat - Blue</u></b>	<b>\$69.99</b>	<b>\$65.09</b>	<b>\$65.09</b>	
Give kids a special place to sit—with cozy chairs that provide flexible seating wherever you need it! The chairs feature cushioned back supports that adjust to the perfect position...simply lift the backs of the seats to a comfortable height, then just lay them flat for convenient storage! Removable microfiber covers are machine-washable.							
8	LC405GR	1	<b><u>Flex-Space Comfy Floor Seat - Green</u></b>	<b>\$69.99</b>	<b>\$65.09</b>	<b>\$65.09</b>	
Give kids a special place to sit—with cozy chairs that provide flexible seating wherever you need it! The chairs feature cushioned back supports that adjust to the perfect position...simply lift the backs of the seats to a comfortable height, then just lay them flat for convenient storage! Removable microfiber covers are machine-washable.							
9	LC405RG	1	<b><u>Flex-Space Comfy Floor Seat - Orange</u></b>	<b>\$69.99</b>	<b>\$65.09</b>	<b>\$65.09</b>	
Give kids a special place to sit—with cozy chairs that provide flexible seating wherever you need it! The chairs feature cushioned back supports that adjust to the perfect position...simply lift the backs of the seats to a comfortable height, then just lay them flat for convenient storage! Removable microfiber covers are machine-washable.							
10	RE484	1	<b><u>Colors &amp; Shapes Board Book Library</u></b>	<b>\$32.50</b>	<b>\$30.23</b>	<b>\$30.23</b>	
Our inviting board books introduce toddlers to shapes and colors! These 5 sturdy board books have been specially selected for their simple text, playful verses, and eye-catching illustrations and images that are sure to make them instant favorites with little ones!							
11	RA273	1	<b><u>Social-Emotional Board Book Collection</u></b>	<b>\$71.50</b>	<b>\$66.50</b>	<b>\$66.50</b>	
Our beautifully illustrated board books encourage toddlers' social-emotional growth and development! The storybooks feature rhythmic language, delightful pictures, and tips for parents and caregivers to help ease daily transitions and routines—gently guiding little ones to be their best. Collection includes all 8 books shown; each is 24 pages.							
12	TS429	2	<b><u>Touch &amp; Feel Discovery Books</u></b>	<b>\$41.50</b>	<b>\$38.60</b>	<b>\$77.20</b>	
Bumpy, rough, soft, smooth and even sticky—these cute board books are filled with textures little ones will love to touch and explore! Plus, each book features bold photographs, bright colors, super-simple text and sturdy pages. You get 6 board books; each is 10 pages.							
13	LA745X	2	<b><u>Toddler Manipulative Library 2</u></b>	<b>\$229.00</b>	<b>\$212.97</b>	<b>\$425.94</b>	
Toddlers build fine motor skills as they use fun-shaped blocks to assemble towers, stack and build with cute fish, twist together chunky shapes and more! You get all 4 sets shown—for a total of 230 plastic shapes—each in a 14 1/2"l x 11 3/4"w x 7 1/2"h tote. Each set also available separately below.							
14	SE581	4	<b><u>Rainbow Liquid Sensory Viewers</u></b>	<b>\$32.99</b>	<b>\$30.68</b>	<b>\$122.72</b>	
Captivate and soothe children with our liquid-filled sensory viewers! Simply place the vibrant viewers on a light table or in a science center and invite kids to watch the colored bubbles fall and dance. Then flip the viewers over to continue the spectacular show—for an endlessly calming sensory experience. You get a set of 5 durable plastic viewers in 5 colors; each viewer measures 5 3/4" tall.							



Line	Item	Qty	Description	List	Price	Extended	Image
<b>Toddler-Safe Washable Sensory Materials -</b>							
15	AA540X	4	<b><u>Complete Set</u></b>	\$119.00	\$110.67	\$442.68	
Now even toddlers can experience the excitement of sensory play—with super-safe, extra-chunky materials made especially for them! The complete set includes springy spirals, bumpy stars and squishy balls...all with unique textures to inspire hours of hands-on, tactile exploration. Plus, all 3 plastic materials are fully washable, so they can be used and reused for years to come! You get all 3 sets shown (sensory bins not included). Each material also available separately below.							
16	GG487	2	<b><u>Shapes Discovery Boxes</u></b>	\$69.99	\$65.09	\$130.18	
Tots just open up our inviting boxes...and get a super-appealing introduction to basic shapes! Each box contains 4 irresistible items that share the same shape, including a labeled beanbag, an abstract shape and 2 everyday objects. Tots explore shapes one at a time as they open up the boxes to discover a round cookie, a triangular pizza slice and more! You get 4 surface-washable vinyl boxes and 16 shapes. Each box measures 5" tall.							
17	DD614	4	<b><u>Super-Safe Specimen Viewers</u></b>	\$39.99	\$37.19	\$148.76	
Perfectly sized for little hands, our ingenious viewers give toddlers a safe, up-close look at real science specimens—from a butterfly to a sea star! Each plastic viewer has 2 chunky, easy-grip handles and a durable acrylic panel that protects the specimen while giving kids a crystal-clear view. Set includes 4 viewers; each measures 5 5/8". Child-safe specimens include a starfish, a flower, scorpions and a butterfly.							

**Subtotal: \$2,448.99**  
**0.0% Tax: \$0.00**  
**Freight Amount: \$0.00**  
**Total: \$2,448.99**



### Certificate of Conformity

In accordance with CPSIA

Importer and Private Labeler: Lakeshore Learning Materials  
Located at: 2695 E. Dominguez Street  
Carson CA USA 90895  
(310) 537-8600  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

***Hereby declare that:***

Product Number: LC405BU  
Product Name: FLEX-SPACE COMFY FLR SEAT-BU  
Date of Production: 08/2018  
Location of Manufacture: CHINA

***Has been tested for and complies with the following applicable testing regulations:***

Test Applicable & Conducted

Date of Testing

16 CFR 1303 - Total Lead Content (surface coatings)	06/22/2018
CPSIA 101 Total Lead Content in Childrens Products - Substrates	06/22/2018
CPSIA 108 Total Phthalate Content in Childrens Products - Substrates	06/22/2018
CPSIA 108 Total Phthalate Content in Childrens Products - Surface Coatings	06/22/2018
TB117-2013 - Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture	01/05/2018

**CPSC Approved Third-Party Certified Labs performing the tests above:**

**Unitec Laboratory Services (Dongguan) Limited**

4/F, New Power Center, Nan Cheng District, Zhangmutou town, Dongguan, Guangdong Province, China, 523000  
86076982933222 yukong@unitls.com

This information is certified as true by:

***Lakeshore Custodian of Records***

Lakeshore Learning Materials

For more contact information see importer information above

COC# 31922, Create Date: 10/09/2018



## Certificate of Conformity

In accordance with CPSIA

Importer and Private Labeler: Lakeshore Learning Materials  
Located at: 2695 E. Dominguez Street  
Carson CA USA 90895  
(310) 537-8600  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

***Hereby declare that:***

Product Number: LC405GR  
Product Name: FLEX-SPACE COMFY FLR SEAT-GR  
Date of Production: 01/2018  
Location of Manufacture: CHINA

***Has been tested for and complies with the following applicable testing regulations:***

<u>Test Applicable &amp; Conducted</u>	<u>Date of Testing</u>
16 CFR 1303 - Total Lead Content (surface coatings)	11/22/2017
CPSIA 101 Total Lead Content in Childrens Products - Substrates	11/22/2017
CPSIA 108 Total Phthalate Content in Childrens Products - Substrates -BBP,DBP,DEHP,DIDP,DINP,DNHP/DHEXP,DNOP	11/22/2017
CPSIA 108 Total Phthalate Content in Childrens Products - Surface Coatings -BBP,DBP,DEHP,DIDP,DINP,DNHP/DHEXP,DNOP	11/22/2017
TB117-2013 - Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture	01/05/2018

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86076982933222 yukong@unitls.com

This information is certified as true by:

*Lakeshore Custodian of Records*

Lakeshore Learning Materials

For more contact information see importer information above

# Safety Data Sheet

## 29 CFR 1910.1200

Printing date 07/21/2016

Reviewed on 07/19/2016

### 1 Identification

- **Product identifier**
- **Trade name:** 92090/92100 SENSORY DUAL COLOUR LIQUID SET/SENSORY RAINBOW CASCADE SET 6
- **Recommended use of the chemical and restrictions on use**
- **Application of the substance / the preparation:** Sensory Observation Toy
- **Details of the supplier of the safety data sheet**
- **Manufacturer/Supplier:**
  
- **Other US contact point:** Not available
- **Further information obtainable from:**
- **Emergency telephone number:**

Poison Center  
Tel: +1 800 222 1222

- **Reference Number:** TS1610230002RA; SHHL1607040511TY-SH; SHAHG1615548103

### 2 Hazard(s) identification

- **Classification of the substance or mixture**  
The product is not classified according to OSHA Hazard Communication Standard (29 CFR 1910.1200)
  - **Information concerning particular hazards for human and environment:**  
The product has not to be labeled due to the calculation procedure of OSHA Hazard Communication Standard (29 CFR 1910.1200).
  - **Classification system:**  
The classification is according to the latest edition of OSHA Hazard Communication Standard (29 CFR 1910.1200), and extended by company and literature data.
- 
- **Label elements**
  - **Labelling according to OSHA Hazard Communication Standard (29 CFR 1910.1200)**
  - **Hazard pictograms** Not applicable
  - **Signal word** Not applicable
  - **Hazard-determining components of labeling:** Not applicable
  - **Hazard statements** Not applicable
  - **Precautionary statements** Not applicable
  - **Hazards not otherwise classified (HNOC)** No further relevant information available.

### 3 Composition/information on ingredients



- **Chemical characterization:** Mixtures
- **Description:**  
Mixture of the substances listed below with nonhazardous additions.  
For the wording of the listed hazard statements refer to section 16.

Composition:		
	Paraffin oils	
	water	
	propane-1,2-diol	

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USA

**Trade name: 92090/92100 SENSORY DUAL COLOUR LIQUID SET/SENSORY RAINBOW CASCADE SET**

	<i>dihydrogen (ethyl)[4-[4-[ethyl(3-sulphonatobenzhydrylidene)cyclohexa-2,5-dien-1-ylidene](3-sulphonatobenzyl)ammonium, disodium salt</i>	
	<i>trisodium 5-hydroxy-1-(4-sulphophenyl)-4-(4-sulphophenylazo)pyrazole-3-carboxylate</i>	
	<i>bronopol (INN)</i>  Eye Dam. 1, H318;  Acute Tox. 4, H302; Acute Tox. 4, H312; Skin Irrit. 2, H315; STOT SE 3, H335	

#### 4 First-aid measures

- **Description of first aid measures**
- **After inhalation:** Supply fresh air; consult doctor in case of complaints.
- **After skin contact:**  
Wash with water and soap and rinse thoroughly.  
If skin irritation continues, consult a doctor.
- **After eye contact:**  
Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.
- **After swallowing:**  
Rinse out mouth with water.  
Never give anything by mouth to an unconscious person.  
Seek medical treatment.
- **Most important symptoms and effects, both acute and delayed** No further relevant information available.
- **Indication of any immediate medical attention and special treatment needed**  
No further relevant information available.

## 5 Fire-fighting measures

- **Suitable extinguishing agents:** Use fire fighting measures that suit the environment.
- **Special hazards arising from the substance or mixture** No further relevant information available.
- **Special protective equipment and precautions for firefighters**
- **Protective equipment:**
  - Wear fully protective suit.
  - Mouth respiratory protective device.

## 6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures:**
  - Wear protective equipment. Keep unprotected persons away.
  - Ensure adequate ventilation
  - Use respiratory protective device against the effects of fumes/dust/aerosol.
  - Avoid contact with eyes.
  - Avoid contact with skin.
- **Environmental precautions:** Do not allow to enter sewers/ surface or ground water.
- **Methods and material for containment and cleaning up:**
  - Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).
  - Dispose contaminated material as waste according to item 13.



# Safety Data Sheet

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Trade name: 92090/92100 SENSORY DUAL COLOUR LIQUID SET/SENSORY RAINBOW CASCADE SET  
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### 7 Handling and storage

- **Precautions for safe handling:**
  - Ensure good ventilation/exhaustion at the workplace.
  - Keep receptacles tightly sealed.
  - Keep away from heat and direct sunlight.
  - Prevent formation of aerosols.
  - Avoid contact with skin and eyes.
  - For the general occupational hygienic measures refer to section 8.
- **Information about protection against explosions and fires:** Normal measures for preventive fire protection.
- **Conditions for safe storage, including any incompatibilities**
- **Requirements to be met by storerooms and receptacles:**
  - Store in a cool location.
  - Store only in the original receptacle.
- **Information about storage in one common storage facility:** Store away from foodstuffs.
- **Further information about storage conditions:** Store in cool, dry conditions in well sealed receptacles.

### 8 Exposure controls/personal protection

- **Components with limit values that require monitoring at the workplace:**

#### 8012-95-1 Paraffin oils (80.0%)

PEL (America)	Long-term value: 5 mg/m <sup>3</sup>
REL (America)	Short-term value: 10 mg/m <sup>3</sup>
	Long-term value: 5 mg/m <sup>3</sup>
	oil mist
TLV (America)	L

#### 57-55-6 propane-1,2-diol (5.0%)

WEEL (America)	Long-term value: 10 mg/m <sup>3</sup>
----------------	---------------------------------------

- **Additional information:** The lists that were valid during the creation were used as basis.
- **Based on the composition shown in Section 3, the following measures are suggested for occupational safety measure:**
- **Appropriate engineering controls:** See Section 7 for information about design of technical facilities.
- **Personal protective equipment:**
- **Breathing equipment:** Suitable respiratory protective device recommended.
- **Protection of hands:**



Protective gloves

The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.  
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.

Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

- **Material of gloves**

The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

- **Penetration time of glove material**

The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

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(Contd. of page 3)

### · Eye protection:



Tightly sealed goggles

## 9 Physical and chemical properties

### · General Information

#### · Appearance:

Form:	Liquid
Color:	Blue.green
· Odor:	Odorless
· Odor threshold:	Not available

· pH-value: Not available

### · Change in condition

Melting point/Melting range:	Not available.
Freezing point:	Not available
Boiling point/Boiling range:	Not available

· Flash point: Not available

· Flammability (solid, gaseous): Not applicable

· Auto-Ignition temperature: Not available

· Decomposition temperature: Not available

### · Explosion limits:

Lower:	Not available.
Upper:	Not available.

· Vapor pressure: Not available.

· Density: Not available.

· Relative density: Not available.

· Vapor density: Not available.

· Evaporation rate: Not available.

### · Solubility in / Miscibility with

Water: Not available

· Partition coefficient (n-octanol/water): Not available

### · Viscosity:

Dynamic:	Not available.
Kinematic:	Not available.

· Other information: No further relevant information available.

## 10 Stability and reactivity

· Reactivity: No decomposition if used according to specification.

· Chemical stability: Stable under recommended storage conditions.

· Possibility of hazardous reactions: No dangerous reactions known.

· Conditions to avoid: No further relevant information available.

· Incompatible materials: No further relevant information available.

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· **Hazardous decomposition products:** No dangerous decomposition products known.

### 11 Toxicological information

· **Acute toxicity:**

· **LD/LC50 values that are relevant for classification:**

#### 8012-95-1 Paraffin oils

Oral	LD50	22000 mg/kg (mouse)
		> 24000 mg/kg (rat)

#### 57-55-6 propane-1,2-diol

Oral	LD50	20000 mg/kg (rat)
Dermal	LD50	20800 mg/kg (rabbit)

#### 52-51-7 bronopol (INN)

Oral	LD50	180 mg/kg (rat)
------	------	-----------------

#### 1934-21-0 trisodium 5-hydroxy-1-(4-sulphophenyl)-4-(4-sulphophenylazo)pyrazole-3-carboxylate

Oral	LD50	12750 mg/kg (mouse)
------	------	---------------------

· **Primary irritant effect:**

· **Skin corrosion/irritation:** Irritating effect possible.

· **Serious eye damage/irritation:** Irritating effect possible.

· **Respiratory or skin sensitisation:** Sensitization possible.

· **Additional toxicological information:**

The product is not subject to classification according to internally approved calculation methods for preparations.

· **Carcinogenic categories**

· **IARC (International Agency for Research on Cancer)**

3844-45-9	dihydrogen (ethyl)[4-[4-[ethyl(3-sulphonatobenzyl)]amino]-2'-sulphonatobenzhydrylidene] 3 cyclohexa-2,5-dien-1-ylidene](3-sulphonatobenzyl)ammonium, disodium salt	3
-----------	--	---

· **NTP (National Toxicology Program)**

None of the ingredients is listed.

· **OSHA-Ca (Occupational Safety & Health Administration)**

None of the ingredients is listed.

### 12 Ecological information

· **Toxicity**

· **Aquatic toxicity:** No further relevant information available.

· **Persistence and degradability** No further relevant information available.

· **Bioaccumulative potential** No further relevant information available.

· **Mobility in soil** No further relevant information available.

· **Other adverse effects** No further relevant information available.

### 13 Disposal considerations

· **Waste treatment methods**

· **Recommendation:** Smaller quantities can be disposed of with household waste.

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**6**

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- **Uncleaned packagings:**
- **Recommendation:** Disposal must be made according to official regulations.

### 14 Transport information

- |  |  |
|--|--|
| · <b>UN-Number</b>   |  |
| · <b>DOT, IMDG, IATA</b>   | Not applicable                                       |
| · <b>UN proper shipping name</b>   |  |
| · <b>DOT, IMDG, IATA</b>   | Not applicable                                       |
| · <b>Transport hazard class(es)</b>  |  |
| · <b>DOT, IMDG, IATA</b>   |  |
| · <b>Class</b>   | Not applicable                                       |
| · <b>Packing group</b>   |  |
| · <b>DOT, IMDG, IATA</b>   | Not applicable                                       |
| · <b>Environmental hazards</b>   | Not applicable.                                      |
| · <b>Special precautions for user</b>  | Not applicable.                                      |
| · <b>Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code</b> | Not applicable.                                      |
| · <b>Transport/Additional information:</b>                                       | Not dangerous according to the above specifications. |
| · <b>UN "Model Regulation":</b>  | -  |

### 15 Regulatory information

- **Safety, health and environmental regulations/legislation specific for the substance or mixture**
- **Sara**

· **Section 355 (extremely hazardous substances):**

None of the ingredient is listed.

· **Section 313 (Specific toxic chemical listings):**

52-51-7 | bronopol (INN)

· **TSCA (Toxic Substances Control Act):**

All ingredients are listed.

· **Proposition 65**

· **Chemicals known to cause cancer:**

None of the ingredients is listed.

· **Chemicals known to cause reproductive toxicity for females:**

None of the ingredients is listed.

· **Chemicals known to cause reproductive toxicity for males:**

None of the ingredients is listed.

· **Chemicals known to cause developmental toxicity:**

None of the ingredients is listed.

· **Cancerogenity categories**

· **EPA (Environmental Protection Agency)**

None of the ingredients is listed.

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· **TLV (Threshold Limit Value established by ACGIH)**

None of the ingredients is listed.

· **NIOSH-Ca (National Institute for Occupational Safety and Health)**

None of the ingredients is listed.

### 16 Other information

· **Relevant hazard statements**

H302 Harmful if swallowed.

H312 Harmful in contact with skin.

H315 Causes skin irritation.

H318 Causes serious eye damage.

H335 May cause respiratory irritation.

\*\*\*\*\*

The contents and format of this SDS are in accordance with 29 CFR 1910.1200(g).

**DISCLAIMER OF LIABILITY**

The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

· **Date of preparation / last revision 07/21/2016 / -**

· **Abbreviations and acronyms:**

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

EINECS: European Inventory of Existing Commercial Chemical Substances

ELINCS: European List of Notified Chemical Substances

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health

Acute Tox. 4: Acute toxicity – Category 4

Skin Irrit. 2: Skin corrosion/irritation – Category 2

Eye Dam. 1: Serious eye damage/eye irritation – Category 1

STOT SE 3: Specific target organ toxicity (single exposure) – Category 3

\*\*\*\*\*

End of document



Debarment/Suspension Form

**DEBARMENT/SUSPENSION CERTIFICATION**

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Sung Kim, Bid Analyst

(Name and Title of bidder's official)

\_\_\_\_\_  
Lakeshore Learning Materials, LLC

(Name of bidder/company)

\_\_\_\_\_  
2695 E Dominguez Street

(Address)

\_\_\_\_\_  
Carson, CA 90895

(Address)

PHONE (800) 421-5354 FAX (310) 537-7990

EMAIL biddept@lakeshorelearning.com



\_\_\_\_\_  
Signature 7/7/2022

\_\_\_\_\_  
Date

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [Bid No. 50-00138977] Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

## **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY APPENDIX II TO 2 CFR §200**

### **REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

### **TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT**

(For all awarded construction contracts with a value greater than \$2,000.00)

#### *(1) Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage

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requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

*(3) Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at



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<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor

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or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced

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by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) *Certification of eligibility.*

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(for all awarded contracts related to “mechanics and laborers” with a value greater than \$100,000.00)

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(if federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### **(a) Definitions**

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

##### **(b) Allocation of Principal Rights**

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

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(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers



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necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject

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invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small

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business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(for all awarded contracts with a value greater than \$150,000.00)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

**DEBARMENT AND SUSPENSION**

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

**BYRD ANTI-LOBBYING AMENDMENT**

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [Bid No. 50-00138977] Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [Bid No. 50-00138977] Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

## **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [Bid No. 50-00138977] Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **CONFLICT OF INTEREST**

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no “conflicts of interest” related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

## **BUY AMERICAN PROVISION**

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

**Definition of domestic commodity or product:** the term ‘domestic commodity or product’ means -

- \* An agricultural commodity that is produced in the United States; and
- \* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- \* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The **Department** shall require that a **school food authority** purchase, to the maximum

APPENDIX A: The ensuing contract for this RFP solicitation may be eligible for federal reimbursement. As such this appendix will be applicable accordingly and shall be considered a part of the RFP documents. All applicable certifications must be duly completed, signed and included in RFP submission. Failure to do so will result in bid rejection. [Bid No. 50-00138977] Labor, Materials and Equipment Necessary to Provide, Deliver and Setup Equipment and Furniture for JeffCap

**extent practicable, domestic commodities or products.**

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.



## **STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES**

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

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For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

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### **JEFFERSON PARISH REQUIRED STANDARD INSURANCE**

#### ☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

**Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being**

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

**Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.**

**DEDUCTIBLES** - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

**UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

**FOR CONSTRUCTION AND RENOVATION PROJECTS:**

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

## Affirmative Action Policy

Lakeshore is an equal opportunity/affirmative action employer committed to providing a work environment free from discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, gender identity, marital status, military status, mental or physical disability, legally protected medical condition, pregnancy and related medical conditions, or any other basis protected by applicable law. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation and benefits.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>Marsh &amp; McLennan Ins. Agency LLC</b> <b>1 Polaris Way #300</b> <b>Aliso Viejo, CA 92656</b>		<b>CONTACT NAME:</b> <b>Bradley Warren</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>OCCerts@MarshMMA.com</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Hartford Fire Insurance Company</b>	
		<b>INSURER B : Sentry Casualty Company</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SIR \$25K (Prem Liab)</b> <input checked="" type="checkbox"/> <b>SIR \$500K All Other</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			<b>72EC50F7567</b>	<b>07/01/2022</b>	<b>07/01/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>EXCLUDED</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>10,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>72UUNVK0890</b>	<b>07/01/2022</b>	<b>07/01/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>901691001</b> <b>901691002</b> <b>\$500,000 Retro</b>	<b>07/01/2022</b> <b>07/01/2022</b>	<b>07/01/2023</b> <b>07/01/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


**Hired Auto Physical Damage:**

**Limit - \$50,000**

**Comprehensive Ded - \$500**

**Collision Ded - \$1,000**

**(See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> <b>Jefferson Parish</b> <b>200 Derbigny Street</b> <b>Gretna, LA 70053</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTIONS (Continued from Page 1)

Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insured with respects to General Liability and Auto Liability per the attached endorsements.

## REFERENCES

Lakeshore Learning Materials has over 68 years of experience in providing classroom equipment and supplies for schools, organizations and companies. Please feel free to contact the following references about our quality of goods and services:

### Wise County School Board

Scope of Project: Replace Kindergarten Desks with write and wipe Flex wedge desks

Total Project Spend: \$109,000

Focus: Kindergarten and Flex

Project year: 2021

Contact: Amber Boggs, Federal Programs Supervisor

628 Lake Street Wise, VA 24293

Phone: 276 328-8017

Email: [aboggs@wisek12.org](mailto:aboggs@wisek12.org)

### Virginia Beach Public Schools

Scope of Project: Family Engagement packs

Total Project Spend: \$164,000

Focus: Family Engagement to prevent learning loss during COVID

Project year: 2021

Contact: Lynn Hodges, Title I Instructional Specialist

2512 George Mason Drive Virginia Beach, VA 23456

Phone: 757 263-1080

Email: [Lynn.hodges@vbschools.com](mailto:Lynn.hodges@vbschools.com)

### City of Richmond

Scope of Project: Two New Elementary School Kindergarten Wings (Marsh Elementary and Cardinal Elementary)

Total Project Spend: \$297,000

Focus: Brand new kindergarten wings on two schools with Flex seating (20 classrooms total)

Project year: 2020 (completed in August)

Contact: Suzanne Gwathmey, owner Gwathmey Design Group (GDG)

2730 Old Point Drive Richmond, VA 23233

Phone: 804 347-8306

Email: [sbgwathmey@comcast.net](mailto:sbgwathmey@comcast.net)

## SECRETARY'S CERTIFICATE

The undersigned, David Bo Kaplan, being the duly appointed and acting Secretary of Lakeshore Learning Materials, LLC, a California limited liability company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on October 6, 2021; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Supervisor, Eunice Peterson, be, and she hereby is, appointed and designated as Bid Admin Supervisor, Audrey Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Malissa Ramos, be, and she hereby is, appointed and designated as Bid Analyst, Sung Kim, be, and she hereby is, appointed and designated as Bid Analyst, Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, and Luke Creamer, be, and he hereby is, appointed and designated as Bid Analyst, all with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the Company's ratification, approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7th day of July, 2022.



Bo Kaplan  
Secretary







## Warranty Information

Lakeshore offers a lifetime warranty on premium-quality classroom furniture.



**Premium-Quality Classroom Furniture**

**Lifetime Warranty**

**Premium-Quality Classroom Tables & Desks**

**Lifetime Warranty**

**Premium-Quality Classroom Chairs**

**Lifetime Warranty**

**Premium-Quality Classroom Cots**

**Lifetime Warranty**

Classroom Carpets

10 Years

Write & Wipe Mobile Tables & Desks

5 Years

Outdoor Furniture

5 Years

Trikes

5 Years

Cribs

5 Years

All other items in catalog  
(unless otherwise noted)

1 Year

## Guarantee

We unconditionally guarantee every item we offer. If you are unhappy with any item for any reason, simply return it to us for a full refund or exchange. Your satisfaction is our top priority! If you ever have questions or concerns, contact Customer Service at (800) 428-4414 or e-mail [lakeshore@lakeshorelearning.com](mailto:lakeshore@lakeshorelearning.com).



Lakeshore®









# WELCOME to the World of Lakeshore®



At Lakeshore, we believe in creating materials that matter. Our innovative furniture and hands-on learning materials are designed to support the students and educators—while meeting the highest standards of quality and safety.

Developed by teachers for teachers, our products are meticulously crafted to help students reach developmental and academic milestones through sixth grade, with furniture designed for any learning space through middle school. Plus, all Lakeshore products are backed by our unconditional guarantee of customer satisfaction.

Lakeshore has been proud to serve teachers and students for over 65 years—and we look forward to the opportunity to support your needs, too.

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**Lakeshore®**

# The Lakeshore® STORY

## A Simple Beginning

The Lakeshore story begins with one person taking a chance—our founder, Ethelyn Kaplan. In 1954, this single mom packed up her family and headed to California to open a toy store. Not long after she set up shop, educators began calling her for classroom supplies. In that moment, Ethelyn discovered a higher purpose—serving teachers.



Ethelyn at her original store.

## Reaching Our Customers Today

Today, we have a thriving e-commerce business, a national sales division, catalogs and retail locations across the country. We attribute our growth to the more than 2,000 people who make up our team—and who keep us reaching for the stars on behalf of students and teachers everywhere!

### E-Commerce

**LakeshoreLearning.com** is your one-stop shop for products and services you won't find anywhere else—from innovative teaching materials to custom learning solutions.

### Catalogs

For materials that spark a love of learning, look to our flagship catalogs—*Early Childhood*, *Elementary*, *Infant & Toddler Environments* and *Gifts for Growing Minds*.



### National Sales Division

If you need in-person, expert support with product selection, consultation or classroom design, our sales team is ready to help. Their depth of knowledge and problem-solving abilities are at your service—in any city, state or region!





## Lakeshore Learning Store

Today, you'll find Lakeshore Learning Stores from coast to coast! Customers can stop by any store for exclusive learning materials, Loyalty Club discounts, lamination services, expert support from our associates and more!

- **Free Loyalty Club**  
Enjoy 15% savings on hundreds of in-store items.
- **Try Before You Buy**  
Want a closer look? We'll open any package you like.



**60+ stores  
nationwide!**

# Lakeshore® PRODUCT Innovation

At Lakeshore, we're focused on innovation—not only in the products we create but also in the way we develop them. What's our secret? Our in-house developers are teachers themselves, using firsthand knowledge of the classroom to create one-of-a-kind materials you won't find anywhere else. From the diverse tones of *People Colors® Crayons* to the hands-on reinforcement of *Engineer-A-Coaster Activity Kit*, our product developers put innovation front and center.

## Developed by Teachers for Teachers

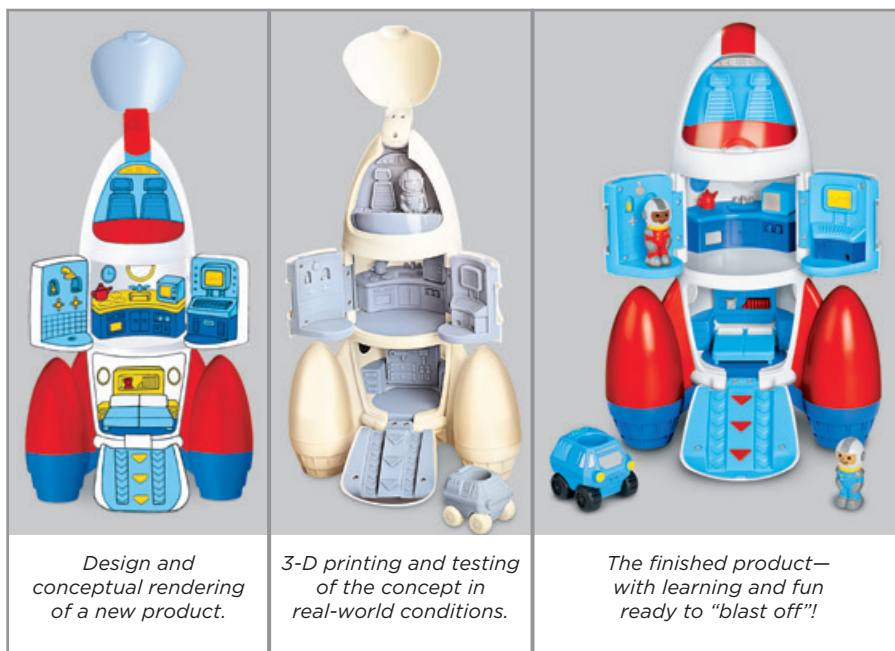
All of our product developers are educators who apply real-world classroom experience to every product they create—helping Lakeshore provide the materials teachers need so students can reach their education goals year after year.



## Engineered for Success

Lakeshore product developers are supported by in-house engineers and designers who turn great concepts into products that promote learning in and out of the classroom.

To ensure quality and safety, every product undergoes an average of 100-plus hours of development and testing before it reaches our customers.



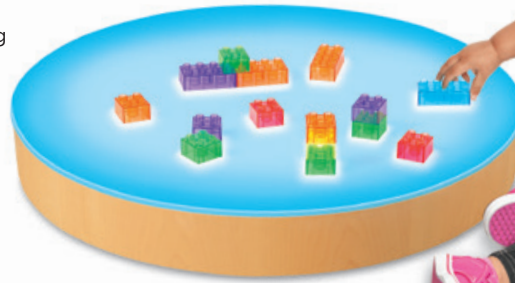


## Infants & Toddlers

We know that little ones love to investigate the world around them. So our product developers create infant & toddler materials that invite lots of exploration—while withstanding wear & tear and keeping children safe.



*Feelings & Emotions  
Washable Dolls*



*Play & Explore  
Color-Changing Light Center*

## Preschool & Prekindergarten

As children grow, their developmental needs change. Our products for preschool & prekindergarten reflect this change—promoting learning and discovery, creative expression and social-emotional development.



*People Colors® Crayon Pack*



*Alphabet Learning Locks*



*Jumbo Magnetic Building Tiles*

## Elementary

Our elementary products target core subject areas—from literacy, language and diversity to math, science and STEM. With an emphasis on versatility, we offer standards-based materials designed for a variety of instructional methods—including project-based, small-group and independent learning.



*Diversity & Inclusion Prompt Cards*



*Engineer-A-Coaster  
Activity Kit*

# Lakeshore® FURNITURE

Our proprietary furniture lines serve a variety of student populations and support their physical, social-emotional and academic needs. Whether you are expanding your infant & toddler program or incorporating flexible seating into your 21st-century classrooms, Lakeshore has the superior-quality furniture to create learning environments that will stand the test of time.

## Infant & Toddler FURNITURE



## Early Childhood FURNITURE



## Flex-Space FURNITURE



Our product developers use their extensive classroom experience in partnership with a top-notch engineering team to create Lakeshore's exclusive furniture lines. From comfort and durability to developmental appropriateness, versatility and value, our school furniture meets the needs of:

- Children
- Teachers
- Classrooms
- Programs
- Facilities management
- School administrators

## GREENGUARD® Certified

Products featuring the GREENGUARD logo are certified to comply with low emissions standards—reducing chemical pollutants and improving the quality of indoor air.







# Infant & Toddler

## FURNITURE

We offer caregiver-tested furniture lines appropriate for any program—and all items support ITERS and NAEYC standards!

Not only are our infant & toddler furniture lines in full compliance with U.S. safety regulations, but they also provide ready-made solutions for every classroom...with features including nontoxic, wipe-clean finishes, easy-grip rails and fully contained play-top surfaces. We even offer a connective furniture system that allows teachers to create separate areas within the classroom!



- Birth-36 months
- Focus on safety
- Practical for caregivers



# Early Childhood

## FURNITURE



Made of the finest raw materials, our early childhood furniture lines are classroom-tough and built to last. With features like metal-to-metal construction and moisture-resistant surfaces, Lakeshore tables, chairs and storage units are guaranteed to withstand daily wear for years to come. Plus, our furniture and carpets are designed to support specific areas of the classroom...including dramatic play, block play and reading areas.

- Supports classroom organization
- Top-quality
- Built to last a lifetime







## Flex-Space FURNITURE

Lakeshore's product developers were inspired to create Flex-Space so teachers could meet the real-world needs of 21st-century elementary classrooms. Our most versatile furniture line lets teachers arrange flexible spaces that fluidly change throughout the day—supporting a wide variety of independent and cooperative learning activities while giving students choices about how they learn best.

### Lifetime Warranty

on all Flex-Space storage units, desks and tables  
(excluding write & wipe desks and tables)



- Over 10 flexible seating & storage options
- Easy to move & reconfigure

# Lakeshore's POWER to Deliver

At Lakeshore, we are the developer, designer and distributor of our furniture and educational materials. This exceptional degree of control allows us to focus all of our efforts on creating the highest-quality classroom materials available. And with 1.9 million square feet of inventory and distribution space, we are ready to fulfill all orders large and small.

We're happy to be called perfectionists—as long as our customers get the materials they need when they need them.



## Company Headquarters—Carson, California



Home to our west coast distribution center, Lakeshore headquarters is in close proximity to the **Ports of Los Angeles** and **Long Beach**, giving us unbeatable access to multiple points of the supply chain—and resulting in faster order fulfillment for our customers.





*1.9 million square feet  
of inventory and distribution space.*

## Super-Fast Delivery

With two national distribution centers, we can provide fast shipping anywhere in the country—with no drop shipments ever!

- In stock and ready to ship
- Custom labeling—so every item is delivered to the right classroom

## Quality Control

From the selection of raw materials to order fulfillment, we provide the highest degree of quality control at every point of the supply chain.

## International Customers

Our products are available in over 70 countries—and the list is growing! Plus, Lakeshore distributors are committed to upholding our standards of excellence and service.



*Our eastern distribution center in Midway, Kentucky.*



*Super-fast, comprehensive service from order to delivery!*



# The Lakeshore<sup>®</sup> CUSTOMER Commitment

At Lakeshore, our commitment to customers is a cut above the rest. That's why we offer some of the most comprehensive warranties in the industry—along with an unconditional guarantee of customer satisfaction: If you aren't happy with an item, return it for a full refund or exchange...no questions asked. But there's more to our commitment than that. We are determined to provide a level of value and service you won't find anywhere else.

## Warranties & Guarantees

Lakeshore offers a lifetime warranty on premium-quality furniture, chairs, cots, and classroom desks and tables (excluding write & wipe desks and tables); a 10-year warranty on all classroom carpets; and a 5-year warranty on our outdoor furniture, trikes and vehicles.



## Responsible Manufacturing

Lakeshore holds itself to the highest standards of conduct among its employees, vendors and suppliers. We are proud to be in full compliance with the California Transparency in Supply Chains Act.

## Product Safety

All Lakeshore products meet or exceed U.S. safety regulations. Plus, our Product Regulatory & Compliance team and In-House Lab test and inspect all items with even more rigorous standards than those required by law.



# Complete Classrooms®

Lakeshore Complete Classrooms® provide the service needed to fulfill any project. Using our experienced sales, design and installation teams, you get the expertise you need and the support you want.

## It's as Easy as 1, 2, 3!

- 1 Meet with our experts to discuss your needs.
- 2 Select a classroom design.
- 3 On delivery day, we take care of everything!



Complete Classrooms service is provided for orders of \$10,000 or more that ship to a single location in the contiguous United States. Depending on delivery location, additional charges may apply.

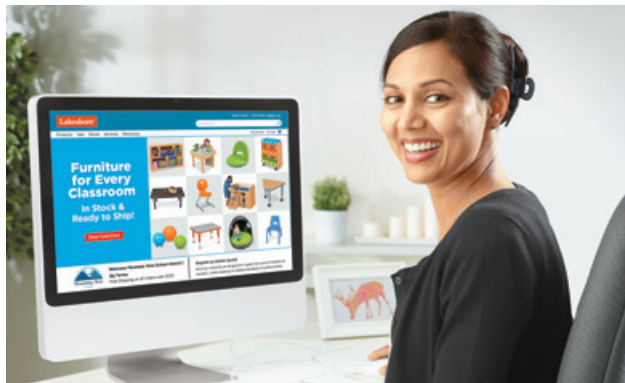


See your room design come alive in 3-D!

## Free White-Glove Service

Complete Classrooms come with complimentary white-glove service! Once your order is placed, our delivery teams provide unbeatable service—taking care of every detail from start to finish!

- Free Delivery
- Free Assembly
- Free Classroom Setup



## eProcurement Services

Cut administrative costs, streamline processes and put the entire purchasing cycle at your fingertips. Our ePro websites complement any system and include only the features you want or need.

- Oracle
- Ariba
- SAP
- Skyward...and more

## Professional Services Group

Our passion for education doesn't end with the products we make. Our PSG team offers personalized, hands-on services to support the unique and growing needs of schools—with targeted trainings for both teachers and administrators.



## Custom Solutions

We customize materials for thousands of districts and programs nationwide—providing the educational products they need but can't find anywhere else. Our team is ready to help!

